

## INVITATION TO BID

The Town of Hampton, acting through its Town Manager, in accordance with the provisions of New Hampshire Revised Statutes Annotated Chapter 37, Section 6 and the provisions of the Town of Hampton Purchasing Policy, will accept sealed bid prices on the following bid:

### Municipal Solid Waste (MSW) Collection

All bids must be submitted in accordance with the bid specifications and all requested information must be supplied. Failure to comply will be reflected in the evaluation of the bids.

The bid specifications for the above services and/or products are available in the Town Manager's office located at 100 Winnacunnet Road, Hampton, NH and on the Town Website at [www.hamptonnh.gov](http://www.hamptonnh.gov)

Sealed bids will be received until 12:00 PM on Friday, November 26, 2010 at the Town Manager's office.

Sealed bid envelopes must clearly be marked "2010-040 Municipal Solid Waste (MSW) Collection". No facsimiles or emailed bids will be accepted.

Qualifications, references and a bid bond in the amount of \$10,000 will be required with the bid.

There will be a mandatory pre-bid meeting at the Public Works office on Wednesday, November 10, 2010 at 10:00 AM.

The Town of Hampton reserves the right to reject any or all bids, to waive any informality, and to award the bid in the best interests of the Town of Hampton.

If further information is necessary, please contact John Price, Director Public Works at 603-929-5924.

Frederick W. Welch  
Town Manager

## TOWN OF HAMPTON GENERAL INFORMATION

### I. INVITATION

The Town of Hampton, NH is requesting proposals from qualified firms for solid waste collection services within the Town of Hampton, NH. These services include residential and commercial solid waste collection, transportation and disposal at the Hampton Transfer Station.

### II. SPECIFICATIONS

Bids shall be submitted in conformance with the attached detailed specifications that are to be considered as minimum standards.

It shall be the responsibility of potential bidders to determine prior to the deadline for bid submission, whether there have been any addenda distributed and/or any additional information that may be required in order to submit their bids in conformance therewith.

### III. SCOPE OF SERVICES

The successful Contractor shall provide all the necessary expertise, labor, equipment, and materials to collect at the street (curbside) and on private property where specified, transport and dispose of the community's solid waste from all present and future curbside refuse pick up locations that the Town has an obligation to service (See Attachments A, B & C) for the term of the contract according to the attached specifications. Materials collected will be transported to the Town of Hampton Transfer Station.

The Town will continue to operate the transfer station and provide current services of recycling and composting. The contractor's Municipal Solid Waste collection vehicles will be required to weigh in over town scales and dump into the compactors. The contractor will supply five (5) 100-yard transport trailers and one-yard tractor. Town personnel will shuttle out trailers for prompt transport to disposal site by contractor. The current disposal site is the Turn Key Landfill in Rochester, NH operated by Waste Management. The contract for utilization of the Turn Key Landfill will expire in 2015 and the contractor will be required to transport to whatever landfill or disposal site is selected in place thereof if different from Turn Key.

### IV. EXISTING MUNICIPAL SOLID WASTE COLLECTION SYSTEM

Currently, the Town has six full time employees and owns five trucks. For approximately 40 weeks of the year, three trucks run Monday through Friday from 6am-2pm. There is one driver and one collector on each truck. In the summer (12 weeks), the Town hires six seasonal employees and runs four trucks, three of which have a driver and two collectors. The fourth truck has one driver and one collector.

Should the Town decide to utilize contract services for the collection of solid wastes it is the Town's desire that the selected contractor will give any employee of the Town who may be displaced first option in employment with the selected contractor.

V. DURATION OF BID

Duration of this contract shall be determined by selecting a contract term that is in the best interests of the town. This bid has terms of three, five or ten years beginning July 1, 2011. This Contract is subject to Town appropriation of the necessary funds.

**Bidders are encouraged to submit combined bids for recycling pickup and transportation and solid waste pickup as a single bid in addition to submitting separate bids for each.**

VI. GENERAL SPECIFICATIONS

By the act of submitting a Proposal for consideration under this Request, each Proposer agrees to be bound to all terms of these specifications. If the service offered in a Proposal differs from any provision contained herein, such differences must be fully explained within the Proposal. Such a Proposal will receive careful consideration only if such differences do not depart from the intent of these specifications and are in the best interests of the Town of Hampton.

VII. BID SPECIFICATIONS

1. Bidders must use the bid form attached. All blanks are to be filled in and returned with this complete set of papers to the Town Manager. Optional Bids will be accepted.
2. The bidder is expected to carefully examine the proposed work, the bid plans, specifications, special provisions, and contract forms before submitting a bid. Failure to do so will not relieve a successful bidder of his obligation to furnish all equipment and labor necessary to carry out the provisions of the contract. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination of the proposed scope of work, plans, bid, etc., and is familiar with the conditions to be encountered in performing the work and the requirements of the plans, specifications, special provisions and contracts.
3. Particular attention is called to the requirements for workers' compensation, public liability and motor vehicle insurance, liquidated damages, and the manner in which the work is to be performed. The price for any item bid and/or contracted for, unless otherwise noted or specified, shall include full compensation for all material, equipment, tools, labor and incidental work necessary to complete work to the satisfaction of the Town Manager. The prices shall include, without exception, all royalties and costs arising from patents, trademarks, or copyrights, which are in any way involved in the work.
4. The bidder shall specify prices in both words and figures. All words and figures shall be written in ink. In case of a discrepancy between the words and the figures, the written word shall govern.
5. Bids which are incomplete, conditional or obscure, or which contain information not called for, may be rejected. All bids will be compared on the estimate of cost and the length of time to complete the work. All bids shall be signed in ink. If an individual makes the bid, his name and address shall be given. If the bid is made by a firm, partnership, or corporation, it shall be signed by a duly authorized person, who shall give his name and title as well as the name and address of the firm, partnership or corporation.

6. Proposals that fail to meet the foregoing requirements, or are incomplete, conditional or obscure, or contain additions not called for, erasures, alterations or other irregularities of any kind, or in which errors occur or contain abnormally high or low prices, may be rejected.
7. Any or all bids will be rejected if there is a reason for the Town to believe that there is collusion among bidders. Any bid so rejected will disqualify the bidder from consideration in future bids for the same work, and such bidder maybe disqualified from bidding on future work.

#### VIII. FACILITY/EQUIPMENT SPECIFICATIONS

Before the Contract is awarded, any bidder will be required to show that he/she has the necessary facilities, experience, ability and financial resources to perform the work in a satisfactory manner and within the time stipulated.

1. Collection vehicles used by the contractor must be clean and attractive at all times.
2. Each Proposer shall supply with their Proposal a detailed inventory of all their equipment to be used in the performance of the Contract at any time during the term of the Contract. The equipment inventory shall describe each piece of equipment, including type, model, year of manufacture, anticipated remaining useful life and all accessories for each piece listed. Any equipment used during the term of the Contract shall not exceed seven years of age at any time.
3. All leased equipment shall be identified separately. In addition, for each item of leased equipment, the Proposer shall disclose the time remaining on the lease and renewal options, if any. Photocopies of all existing signed lease agreements for any leased equipment identified in the inventory shall be provided with the proposal.
4. Manufacturer provided guarantees of delivery for pending or anticipated purchase of new equipment shall be attached to the Proposal documents.
5. The Contractor shall use all metal, watertight, completely enclosed “packer type” vehicle bodies, designed and manufactured specifically for the collection of garbage and refuse to collect acceptable waste under the Contract. The level of compaction shall at all times be equal to that published by the manufacturer. The compacting mechanism in the body of the vehicle shall be capable of compressing the collected material to one-half or less of its original volume. The number and type of collection vehicles furnished by the Contractor shall be sufficient to handle the efficient and timely collection of all MSW materials. Bidders are advised to measure the openings at the Town Transfer Station to determine if the vehicles to be used can operate and unload within the station.
6. Contractors shall verify that the packer vehicles intended for collection in the Town can open and unload inside the Hampton Transfer Station. Ceiling height limits the use of larger collection vehicles, as the hoppers are unable to open completely for trash ejection.

7. Truck hopper plugs shall be in place at all times. Trucks found performing collections without appropriate plugs in place in the drain holes of the hopper shall be precluded from further collections until hopper plugs are replaced and/or installed.
8. All vehicles used by the Contractor shall be equipped with a two-way radio providing direct communication with the Contractor's customer service office that shall be open during collection times.
9. All vehicles shall carry equipment suitable for use by collection crews in cleaning up all spills or breakage of Municipal Solid Waste during collection. Additionally, Contractor shall be responsible for cleaning and removal of any stains or spills on any public or private roadway/driveway resulting from the leakage of any fluids from any vehicle used by the contractor.
10. All solid waste shall be collected by vehicles, which shall be emptied and void of all garbage prior to the commencement of a day's collection route. Vehicles shall not collect any additional waste that is not a part of the Contract until after the vehicle has been emptied at the Hampton Transfer Station.
11. Equipment failure resulting in the delay of collection must be reported to the Public Works Department within one-half hour of the occurrence. The contractor will be required to dispatch back-up equipment and continue the route within 1 hour of notification of breakdown.

IX. COLLECTION SPECIFICATIONS

1. Items to be collected are any household and commercial wastes not prohibited by the Trash Handling Standards or Law.
2. Contractor must assume title to all solid waste picked up at the curbside location and assume all responsibility for their transportation to the Town of Hampton Transfer Station.
3. In emptying solid waste containers, the Contractor and his/her employees shall place, (not drop or throw) the containers on the curbside out of the traveled way. The contractor shall be responsible for all damaged solid waste containers, and shall pay for the replacement of damaged containers if, in the opinion of the Director of Public Works, in the damage was caused by the Contractor's employees.
4. Any waste dropped during handling shall be thoroughly cleaned up by the Contractor's employees.
5. No scavenging by the Contractor or his/her employees shall be performed or permitted at any time.
6. No waste collection truck shall be emptied, or the load transferred, on any street or road in the Town, or in any other place within the Town limits, except when a facility or location is approved by the Director of Public Works. If the waste truck is disabled on a Town street or

road, the Contractor will be authorized to transfer the load to a replacement truck. In any such instance, the Public Works Director shall be notified immediately.

7. If in the opinion of the Contractor or his/her employees, the waste at any designated stop covered by the Contract should not be collected due to a suspected violation of the Town's Solid Waste Ordinance and or terms of the Contract, the waste container shall be tagged. The contractor shall attach such tag to the container stating the reasons for the refusal to collect, and the Contractor or his employee shall immediately report the incident to the Public Works Director. The Director of Public Works shall review and approve the written language of the notice on the tag prior to its use by the Contractor.
8. Workers shall wear clean uniforms and maintain acceptable appearances at all times. Reflective safety vests shall be worn at all times, uniforms with the safety features of a safety vest may be permitted. Safety apparel will be clearly visible during working hours regardless of weather or location.

#### X. SCHEDULING

The Contractor shall maintain the existing routes and schedule currently used by the Town. Rubbish and Recycling will be required to be picked up on the same day, therefore any schedule changes will have to be made between the Rubbish Contractor and Director of Public Works. The Contractor shall place notification of any changes in a daily newspaper having general circulation in the Town of Hampton. This notification will include a copy of the approved collection route map and schedule at least one week prior to the first scheduled collection week. This notification will be at the expense of the contractor.

The Contractor shall keep the Public Works Department apprised of all changes that affect collection, customer service and customer relations (i.e. staff changes, replacement driver due to illness/vacation, etc.). The Contractor shall provide the name, telephone number and extension, and/or the e-mail address of a primary and secondary customer relations contact.

Pickup of curbside rubbish will be done on the regular schedule trash collection day at the present curbside locations. Routes and locations will be picked up on the same day as the present schedule. Holiday (New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas) pickups will be the next regular workday unless instructed otherwise by the Director of Public Works. Pickups will take place as usual on the following holidays: Memorial Day, Independence Day and Labor Day. Failure to provide authorized service will result in a five hundred dollar (\$500) per day penalty which will be retained from contract payment.

During severe inclement weather, collection of trash will not be made until the following week, on the regularly scheduled day.

The Contractor will not be expected to make return trips to curbside locations unless an area or location was missed.

The Contractor will not begin pickups until 6:00 A.M. From Memorial Day through Labor Day, pickups will begin at 5:00 A.M. and will start at the main Beach. The main Beach area streets as

identified on Attachment B (Mon, Weds, & Fri) must be picked up prior to the start of other daily routes. Please refer to Attachments A, B and C for detailed scheduling information.

Collection at the Beach area shall be consistent with Town Ordinance regarding Solid Waste Collection (see Attachment F).

#### XI. INDEMNIFICATION

In accepting the awarded contract, the successful bidder agrees to hold harmless and indemnify the Town of Hampton and its officers, agents, and employees from any liability arising from the performance of the contract.

#### XII. INSURANCE & BONDING

The following shall be considered minimum standards for insurance required to perform this business in the Town of Hampton:

<b>Coverages</b>	<b>Limits of Liability</b>	
Employer's Liability	\$1,000,000	
Comprehensive General Liability	\$1,000,000	
Personal/Bodily Injury Liability	\$2,000,000	Combined Single Limit
Property Damage Liability	\$2,000,000	Combined Single Limit
Automobile Bodily Injury	\$5,000,000	Combined Single Limit
Automobile Property Damage	\$5,000,000	Combined Single Limit

The contractor shall take out and maintain during the life of this Contract the statutory Workers' Compensation for all of their employees to be engaged in work on the project under this Contract and, in case any such work is sublet (with the permission of the Town only), the Contractor shall require the subcontractor of the above insurances for all work of the latter's employees to be engaged in such work. The Town shall be named as additional insured on all policies.

The Contractors insurance company must be licensed to write insurance in New Hampshire. Coverage shall be effective for the entire period of the Contract and through all subsequent renewals. All policies and certificates of insurance shall carry a thirty (30) days notice of cancellation, or change in expiration and shall be sent to the Town Manager's office. Failure to have adequate insurance shall be reason to cancel any contract and order the closing of any job.

#### Bonding

##### Bid Bond:

In order to ensure faithful fulfillment of its terms, each proposal shall be accompanied by a security satisfactory to the Town, or by a certified check in the amount of \$10,000, payable to the Town of Hampton, as indicated in the invitation to bidders. Such security will be returned to the bidder, unless retained by the Town under conditions hereinafter stipulated. A bid bond will be accepted as security.

After the opening of bids, the bid security of all bidders will be returned within five (5) days, excluding Saturdays, Sundays and holidays, with the exception of the two lowest eligible bidders. The bid security of the two lowest eligible bidders will be returned upon execution and delivery of the contract if an award is made or will be returned upon expiration of sixty days from the bid opening, if no such award is made, unless forfeited by failure to execute the contract.

**Performance Bond:**

Upon execution of the contract, the Contractor shall furnish to the Town a performance bond for the faithful performance of the agreement. It shall be issued by a surety company licensed to do business in New Hampshire in the sum of \$500,000. Said bond shall indemnify the Town against any loss resulting from any failure of performance by the Contractor, not exceeding, however, the sum of the bond.

**XIII. REFERENCES & QUALIFICATIONS**

1. Each Proposer, if a corporation, shall identify the State of the incorporation and the names and addresses of all principal officers.
2. Each Proposer, if not a New Hampshire Corporation, shall include with the proposal a certified copy of the company's certificate of Authorization to do business in the State of New Hampshire.
3. Each Proposal shall include the name, address and contact information of the owner, all principals and partners, and all stockholders holding greater than ten percent (10%) of the company's authorized and issued stock.
4. All bidders shall furnish satisfactory evidence to the Town that the Proposer has operated or presently operates, a Municipal Solid Waste collection service, and is familiar with the four seasons, prevailing weather conditions in the Town of Hampton and environs. Each Proposer shall submit with his/her Proposal a comprehensive list of communities, and/or Governmental entities, and geographic areas in which the Proposer currently collects municipal solid waste. Such list shall include a description of the duration and type of the existing contract, the identity and population of the community and/or Governmental entities, and the name and contact information of the appropriate supervisory municipal official. All such communities and/or Governmental entities, and geographic areas identified are subject to inspection by personnel designated by the Town.
5. The Proposer shall provide at least five references providing testimony to the Proposer's experience, quality of service and reliability. At least three of those references shall be from communities and/or Governmental entities presently under contract for service.

**XIV. MANDATORY PRE BID MEETING**

All prospective bidders are required to attend the pre-bid conference at the Hampton Public Works office on Wednesday, November 10, 2010 at 10:00 AM. Bidders with questions are urged to send them to Public Works Department in writing no later than seven (7) days prior to



the stated meeting to enable the Town staff to do any necessary research to answer these questions at the pre-bid conference.

XV. CONTRACT

1. The contract for work shall be drafted by the successful bidder and must be approved by the Town's attorney prior to execution. The contract will include the following provisions:
2. The Contractor shall give any Town employees who were terminated due to this action first consideration with your company.
3. The Contractor shall assign a qualified person or persons to be in charge of operations in the Town and shall give the name or names to the Town; information regarding experience shall also be furnished.
4. The Town has the right to require that the Contractor's collection employees wear a clean uniform bearing the company's name.
5. Each employee shall at all times carry a valid operator's license for the type of vehicle he/she is driving.
6. The Town may request the dismissal and demand the removal of any employee of the contractor who violates any provisions hereof, or who is wanton, negligent, or discourteous in the performance of his/her duties as determined solely by the Town.
7. The contractor shall provide operating and safety training for all personnel. Each vehicle shall be equipped with a first aid kit.
8. The contractor will meet all labor requirements as specified by the State of New Hampshire and the United States Government and be an Equal Opportunity Employer.
9. The Court of venue for all matters pertaining to this contract shall be the Rockingham County Superior Court.
10. All disputes regarding this contract shall be decided under the laws of the State of New Hampshire and venue shall lie in its Rockingham County Superior Court.
11. The successful Proposer must sign and return the Contract, with the required certificate(s) of insurance and performance bond, within fourteen (14) days after notification by the Town that the Contract has been awarded. In the event the successful Proposer fails to do so, its Proposal will lapse at the election of the Town, and the Proposal deposit shall be forfeited and retained by the Town as an agreed amount for liquidated damages. Should the successful Proposer withdraw its Proposal prior to the signing of the Contract, its deposit shall be forfeited and retained by the Town as an agreed amount for liquidated damages.
12. In accepting the awarded contract, the successful bidder agrees to hold harmless and indemnify the Town of Hampton and its officers, agents, and employees from any liability arising from the performance of the contract.

## XVI. CONTRACT ADMINISTRATION

The Public Works Director shall administer the provisions of the contract for the Town. All work shall be performed in a manner satisfactory to the Director and the Town Manager and shall be in compliance with all governmental regulations. Decisions of the Town Manager relating to administration of the Contract shall be final and a condition precedent to the right of the Contractor to receive payment under the Contract.

## XVII. BID PROCEDURE

There will be a mandatory pre-bid meeting at the Hampton Public Works office on Wednesday, November 10, 2010 at 10:00 AM

All bids shall be submitted on forms provided by the Town and addressed to the Town Manager, 100 Winnacunnet Road, Hampton, NH 03842. Sealed bids will be received until 12:00 PM on Friday, November 26, 2010 at the Town Manager's office.

Qualifications, references and the bid bond in the amount of \$10,000 will be required with the bid submittal.

Sealed bid envelopes must clearly be marked "2010-040 Municipal Solid Waste (MSW) Collection/Transportation"

If further information is necessary, please contact John Price, Director Public Works at 603-929-5924.

The Town reserves the right to reject any or all bids, to except any bids, to waive any informality on bids received, and to omit any item or items as it may deem to be in the best interest of the Town.

All blanks are to be filled in and returned with this complete set of papers to the Town Manager. The bidder is expected to carefully examine provisions and project forms before submitting a proposal. Failure to do so will not relieve a successful bidder of his obligation to fulfill the contract.

The bidder may withdraw his/her proposal, so long as the request is in writing and in the hands of the Town Manager before the time of opening bids. Such proposal will be returned unread with the required deposit of \$10,000.

This Bid Package shall include at a minimum:

1. This entire document including all attachments.
2. Bid Forms
3. Bid Bond
4. Owners/Shareholders
5. Authorization to work in the State of New Hampshire
6. Equipment Inventory
7. Qualifications
8. References

**XVIII. POSTING OF BIDS**

All Bids are posted on the Town Website at [www.hamptonnh.gov](http://www.hamptonnh.gov). All potential bidders are requested to inform the Town of Hampton by email at [inquiries@town.hampton.nh.us](mailto:inquiries@town.hampton.nh.us) that they have obtained the bidding documents from the Town's Website. Please provide your name, address, phone number, and email address. This will enable the Town of Hampton to forward any addenda distributed and/or additional information that may be required for compliance with the bid submittal to these potential bidders.

**XIX. FAXED BIDS/EMAILED BIDS**

No faxed or email bids will be permitted. If a bid is received in either manner, it will be destroyed upon receipt.

**XX. PAYMENT**

The contractor will bill the Town on a monthly basis. Payment will be made within thirty (30) days of receipt of bill.

**XXI. LEGAL VENUE**

The legal venue for all matters under this bid and contract shall be the Rockingham Superior Court, Brentwood, New Hampshire.

**XXII. LAWS GOVERNING**

This bid and contract is governed by the laws of the State of New Hampshire.

TOWN OF HAMPTON  
BID FORM

2010-040 Municipal Solid Waste (MSW) Collection/Transportation

Town Manager  
100 Winnacunnet Road  
Hampton, NH 03842

The undersigned declares that the only persons, or parties, interested in this bid as principles are those named herein; that this bid is made without collusion with other person, firm or corporation, that he/she has carefully examined the location of the proposed work and the “Specifications” attached hereto, to provide all necessary tools, materials, labor, equipment and any incidentals incurred to do all work and complete said work in the specified time prescribed; and that he/she will take payment as described under Section XX as approved for completed work when approved by the Public Works Director for the following price(s)

**NOTE – Bidders are encouraged to offer a separate bid combining the collection of both solid wastes and recycling under a single contractor utilizing the enclosed form marked “Consolidated Bid”. In such cases the bidder must consolidated the bid and clearly indicating the discount offered from separate bid pricing for the consolidated bid.**

Bid A: Three (3) year Contract

Base Year – Year One – 07/01/2011 to 06/30/2012

\$ \_\_\_\_\_ per year \_\_\_\_\_ dollars per year

Year Two – 07/01/2012 to 6/30/13

\$ \_\_\_\_\_ per year \_\_\_\_\_ dollars per year

Year Three – 07/01/2013 to 06/30/2014

\$ \_\_\_\_\_ per year \_\_\_\_\_ dollars per year

Bid B: Five (5) year Contract

Year Four – 07/01/2014 to 06/30/2015

\$ \_\_\_\_\_ per year \_\_\_\_\_ dollars per year

Year Five – 07/01/2015 to 06/30/2016

\$ \_\_\_\_\_ per year \_\_\_\_\_ dollars per year

Bid C: Ten (10) year Contract

Year Six – 07/01/2016 to 06/30/2017

\$ \_\_\_\_\_ per year \_\_\_\_\_ dollars per year

Year Seven – 07/01/2017 to 6/30/2018

\$ \_\_\_\_\_ per year \_\_\_\_\_ dollars per year

Year Eight – 07/01/2018 to 6/30/019

\$ \_\_\_\_\_ per year \_\_\_\_\_ dollars per year

Year Nine – 07/01/2019 to 6/30/2020

\$ \_\_\_\_\_ per year \_\_\_\_\_ dollars per year

Year Ten – 07/01/2020 to 6/30/2021

\$ \_\_\_\_\_ per year \_\_\_\_\_ dollars per year

PROPOSAL Narrative; (describe scope of contractor services and detail any options proposed including any savings from bid price submitted)

SUBMITTED FOR (Company Name): \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY \_\_\_\_\_ ZIP CODE \_\_\_\_\_

AUTHORIZED SIGNATURE:

\_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

WEBSITE ADDRESS: \_\_\_\_\_

ATTACHMENT A: Residential Rubbish Collection Schedule

**RESIDENTIAL RUBBISH COLLECTION SCHEDULE**

Ocean Boulevard, from Winnacunnet Road, south  
to the Seabrook town line, west to Marsh.

Monday

Lafayette Rd. both sides, and west to the Exeter town line.

Tuesday

North of High Street to the North Hampton town line.

Wednesday

High Street, both sides to Ocean Boulevard, and  
southwest to the Hampton Falls town line.

Thursday

Ocean Boulevard from Winnacunnet Road, north to the  
North Hampton town line, west to Eel Creek, except  
the lower end of Winnacunnet Road and High Street.

Friday

**ATTACHMENT B: Residential Rubbish Collection Schedule by Road\***

<b>Street</b>	<b>Winter</b>	<b>Summer</b>
"A" Street	Monday	Mon, Wed, Fri
"B" Street	Monday	Mon, Wed, Fri
"C" Street	Monday	Mon, Wed, Fri
"D" Street	Monday	Mon, Wed, Fri
"F" Street	Monday	Mon, Wed, Fri
"G" Street	Monday	Mon, Wed, Fri
"H" Street	Monday	Mon, Wed, Fri
"I" Street	Monday	Mon, Wed, Fri
"J" Street	Monday	Mon, Wed, Fri
"K" Street	Monday	Mon, Wed, Fri
"L" Street	Monday	Mon, Wed, Fri
"M" Street	Monday	Mon, Wed, Fri
"N" Street	Monday	Mon, Wed, Fri
"O" Street	Monday	Mon, Wed, Fri
"P" Street	Monday	Mon, Wed, Fri
"Q" Street	Monday	Mon, Wed, Fri
10th St.	Friday	
11th St.	Friday	
12th St.	Friday	
13th St	Friday	
14th St.	Friday	
15th St.	Friday	
16th St.	Friday	
17th St.	Friday	
18th St.	Friday	
19th St.	Friday	
1st St.	Friday	
2nd St.	Friday	



<b>Street</b>	<b>Winter</b>	<b>Summer</b>
3rd St.	Friday	
4th St.	Friday	
5th St.	Friday	
6th St.	Friday	
7th St.	Friday	
8th St.	Friday	
9th St.	Friday	
Academy Avenue	Thursday	
Acadia Avenue	Thursday	
Alexander Drive	Thursday	
Alexander Drive	Thursday	
Alice Avenue	Monday	
Anchor Court	Monday	Mon, Wed, Fri
Anchor Street	Monday	Mon, Wed, Fri
Ancient Highway	Friday	
Ann's Lane	Wednesday	
Ann's Terrace	Wednesday	
Appledore Avenue	Friday	
Ash Street	Thursday	
Ashworth Avenue	Monday	Mon, Wed, Fri
Atlantic Avenue	Monday	Mon, Wed, Fri
Auburn Avenue	Monday	Mon, Wed, Fri
Bailey Avenue	Monday	Mon, Wed, Fri
Ballard Street	Monday	
Barbour Road	Wednesday	
Baron Road		
Bashby Road	Tuesday	
Battcock Avenue	Monday	Mon, Wed, Fri
Bayberry Lane	Friday	

<b>Street</b>	<b>Winter</b>	<b>Summer</b>
Beach Plum Way	Friday	
Bear Path	Wednesday	
Beatrice Lane	Wednesday	
Belmont Circle	Wednesday	
Bittersweet Lane	Monday	Mon, Wed, Fri
Boar's Head Terrace	Monday	Mon, Wed, Fri
Bonair Avenue	Thursday	
Boston Avenue	Monday	Mon, Wed, Fri
Bourn Avenue	Tuesday	
Bradford Avenue	Monday	Mon, Wed, Fri
Bradstreet Road	Thursday	
Bragg Avenue	Monday	Mon, Wed, Fri
Briar Road	Friday	
Bride Hill Drive	Tuesday	
Brown Avenue	Monday	Mon, Wed, Fri
Bruce Street	Monday	Mon, Wed, Fri
Burgundy Drive	Tuesday	
Campbell Drive	Tuesday	
Campton Street	Monday	
Carlson Road	Thursday	
Carolan Avenue	Tuesday	
Cedar View Lane	Tuesday	
Charles Street	Monday	Mon, Wed, Fri
Chase Street	Monday	Mon, Wed, Fri
Church Street	Monday	Mon, Wed, Fri
Cliff Avenue	Monday	Mon, Wed, Fri
Cogger Street	Wednesday	
Colby Street	Thursday	
Cole Street	Monday	Mon, Wed, Fri

<b>Street</b>	<b>Winter</b>	<b>Summer</b>
Colonial Circle	Tuesday	
Concord Avenue	Monday	Mon, Wed, Fri
Cora Avenue	Monday	
Cranberry Lane	Friday	
Crest Street	Thursday	
Curtis Road	Wednesday	
Cusack Road	Friday	
Cuss Lane	Thursday	
Cutler Avenue	Monday	Mon, Wed, Fri
Dearborn Avenue	Wednesday	
Decotah Street	Wednesday	
Depot Square	Tuesday	
Diane Lane	Monday	Mon, Wed, Fri
Donna Lane	Tuesday	
Dover Avenue	Monday	Mon, Wed, Fri
Dow Avenue	Monday	Mon, Wed, Fri
Downer Drive	Wednesday	
Drakeside Road	Tuesday	
Driftwood Road	Tuesday	
Dumas Avenue	Monday	Mon, Wed, Fri
Dustin Avenue	Monday	Mon, Wed, Fri
Dupuis Circle	Tuesday	
Eastmor Lane	Thursday	
Edgewood Drive	Thursday	
Eisenhower Street	Monday	
Elaine Street	Thursday	
Elkins Street	Monday	Mon, Wed, Fri
Elliot Street	Thursday	
Emerald Avenue	Thursday	

<b>Street</b>	<b>Winter</b>	<b>Summer</b>
Emery Lane	Wednesday	
Epping Avenue	Monday	Mon, Wed, Fri
Esker Road	Thursday	
Evergreen Road	Tuesday	
Exeter Road	Tuesday	
Fairfield Drive	Tuesday	
Falcone Circle	Tuesday	
Fellows Avenue	Monday	Mon, Wed, Fri
Fieldstone Circle	Tuesday	
Fogg Lane	Thursday	
Forest Drive	Tuesday	
Fox Road	Wednesday	
Francis Road	Monday	Mon, Wed, Fri
Gale Road	Tuesday	
Garland Street	Monday	Mon, Wed, Fri
Gentian Road	Monday	Mon, Wed, Fri
George Avenue	Wednesday	
Gill Street	Friday	
Glade Path	Monday	
Glen Road	Wednesday	
Godfrey Avenue	Tuesday	
Gookin Court	Monday	Mon, Wed, Fri
Gray Avenue	Wednesday	
Great Boars Head	Monday	Mon, Wed, Fri
Great Gate Drive	Wednesday	
Greene Street	Friday	
Gulseth Avenue	Thursday	
Hackett Lane	Wednesday	
Harbor Road	Monday	Mon, Wed, Fri

<b>Street</b>	<b>Winter</b>	<b>Summer</b>
Harris Avenue	Monday	Mon, Wed, Fri
Haverhill Avenue	Monday	Mon, Wed, Fri
Heather Lane	Tuesday	
Hedman Avenue	Thursday	
Hemlock Street	Thursday	
Heritage Drive	Thursday	
Hickory lane	Tuesday	
Higgins Lane	Wednesday	
High Street	Thursday	
Highland Avenue	Monday	Mon, Wed, Fri
Hilda Drive	Wednesday	
Hobbs Road	Wednesday	
Hobson Avenue	Monday	Mon, Wed, Fri
Holly Lane	Thursday	
Holman Lane	Wednesday	
Homestead Circle	Wednesday	
Huckleberry lane	Friday	
Hunter Drive	Wednesday	
Huntington Place	Tuesday	
Hurd Road	Thursday	
Hutchinson Drive	Thursday	
Ina Avenue	Monday	
Island Path (east of Battcock)	Monday	Mon, Wed, Fri
Island Path (west of Battcock)	Monday	
James Street	Friday	
Janet Lane	Wednesday	
Janvrin Road	Thursday	
Jeffery Drive	Wednesday	
Jenness Road	Thursday	

<b>Street</b>	<b>Winter</b>	<b>Summer</b>
Jo-Ann Lane	Monday	Mon, Wed, Fri
John Stark Lane	Tuesday	
Johnson Avenue	Monday	Mon, Wed, Fri
Jones Avenue	Monday	Mon, Wed, Fri
Jonty's Lane	Wednesday	
Josephine Drive	Tuesday	
Juniper Lane	Friday	
Keefe Avenue	Monday	Mon, Wed, Fri
Keene Lane	Friday	
Kentville Terrace	Monday	Mon, Wed, Fri
Kershaw Avenue	Wednesday	
King's Highway	Friday	
Lafayette Road	Tuesday	
Lamprey Terrace	Thursday	
Lamson Lane	Wednesday	
Lancaster Terrace	Friday	
Landing Road	Thursday	
Langdale Drive	Tuesday	
Laurel Lane	Thursday	
Laurence Court	Thursday	
Leary Lane	Thursday	
Leavitt Road	Thursday	
Linden Lane	Friday	
Little River Road	Wednesday	
Locke Road	Thursday	
Longwood Drive	Tuesday	
Lyons Street	Monday	Mon, Wed, Fri
Mace Road	Wednesday	
Manchester Street	Monday	Mon, Wed, Fri

<b>Street</b>	<b>Winter</b>	<b>Summer</b>
Maplewood Drive	Tuesday	
Marston Way	Wednesday	
Mary Avenue	Monday	
Mary Batchelder Road	Tuesday	
Mason Street	Wednesday	
McKay Avenue	Monday	Mon, Wed, Fri
Meadow Pond Road	Friday	
Middle Road	Wednesday	
Milburn Avenue	Wednesday	
Mill Pond Lane	Wednesday	
Mill Road (north)	Wednesday	
Mill Road (south)	Thursday	
Moccasin Lane	Friday	
Mohawk Street	Wednesday	
Moore Avenue	Wednesday	
Mooring Drive	Thursday	
Morningside Drive	Thursday	
Morrill Street	Tuesday	
Moulton Road	Thursday	
Munsey Drive	Wednesday	
Naves Road	Thursday	
Nersesian Way	Wednesday	
Newman Street	Wednesday	
Noel Street	Wednesday	
Nor'east Lane	Friday	
North Shore Road (east)	Friday	
North Shore Road (west)	Wednesday	
Norton Road	Wednesday	
Nudd Avenue	Monday	Mon, Wed, Fri

<b>Street</b>	<b>Winter</b>	<b>Summer</b>
Oak Road	Thursday	
Oakdale Avenue	Tuesday	
Ocean Boulevard (middle)	Friday	
Ocean Boulevard (north)	Friday	
Ocean Boulevard (south)	Monday	Mon, Wed, Fri
Ocean Drive	Monday	
Old Stage Road	Tuesday	
Osborn Terrace	Monday	Mon, Wed, Fri
Overlook Street	Thursday	
Page Lane	Monday	Mon, Wed, Fri
Palmer Street	Wednesday	
Park Avenue	Thursday	
Parr Street	Wednesday	
Patricia Street	Monday	
Pawnee Street	Wednesday	
Pearl Street	Friday	
Penniman Lane	Thursday	
Perkins Avenue	Monday	Mon, Wed, Fri
Philbrook Terrace	Wednesday	
Pine Knoll Road	Tuesday	
Pine Road	Thursday	
Plaice Cove	Friday	
Playhouse Circle	Thursday	
Plymouth Street	Monday	
Portsmouth Avenue	Monday	
Post Road	Tuesday	
Prescott Street	Friday	
Presidential Circle	Thursday	
Purington Lane	Tuesday	



<b>Street</b>	<b>Winter</b>	<b>Summer</b>
Quinlan Lane	Wednesday	
Randall Street	Thursday	
Raymond Lane	Wednesday	
Redcoat Lane	Friday	
Reddington Landing	Wednesday	
Redman Street	Friday	
Rice Terrace	Wednesday	
Richard Street	Thursday	
Ridgeview Terrace	Wednesday	
Rings Terrace	Thursday	
River Avenue	Monday	Mon, Wed, Fri
Riverview Terrace	Monday	Mon, Wed, Fri
Roberts Drive	Tuesday	
Robie Street	Tuesday	
Robin Lane	Wednesday	
Rosa Road	Tuesday	
Ross Avenue	Monday	Mon, Wed, Fri
Ruth Lane	Tuesday	
Sanborn Road	Thursday	
Sapphire Avenue	Thursday	
Scott Road	Tuesday	
Seavey Street	Tuesday	
Seaview Avenue	Friday	
Shaw Street	Friday	
Shirley Terrace	Thursday	
Sicard Street	Wednesday	
Smith Avenue	Friday	
Spruce Street	Thursday	
Stickney Terrace	Tuesday	

<b>Street</b>	<b>Winter</b>	<b>Summer</b>
Stowecroft Drive	Tuesday	
Sun Surf Avenue	Monday	Mon, Wed, Fri
Susan Lane	Monday	Mon, Wed, Fri
Swain's Court	Thursday	
Sweetbriar Lane	Tuesday	
Taylor Street	Wednesday	
Thayer Road	Tuesday	
Thomsen Road	Wednesday	
Thornton Street	Monday	
Thorwald Avenue	Thursday	
Tide Mill Road	Thursday	
Tilton Street	Monday	Mon, Wed, Fri
Timber Swamp Road	Tuesday	
Tobey Street	Wednesday	
Toppan Street	Friday	
Tower Drive	Tuesday	
Towle Avenue	Thursday	
Towle Farm Road	Tuesday	
Trafford Road	Thursday	
Tuck Road	Wednesday	
Tucker Lane	Thursday	
Tuttle Avenue	Monday	Mon, Wed, Fri
Vanderpool Drive	Wednesday	
Verne Road	Thursday	
Victor Road	Thursday	
Viking Street	Monday	
Vrylena's Way	Thursday	
Walker Circle	Tuesday	
Wall Street	Monday	Mon, Wed, Fri

<b>Street</b>	<b>Winter</b>	<b>Summer</b>
Walnut Avenue	Thursday	
Ward Lane	Wednesday	
Warner Lane	Tuesday	
Watson Lane	Wednesday	
Wayside Farm Lane	Wednesday	
Wentworth Avenue	Thursday	
Westridge Road	Tuesday	
Wheaton Lane Terrace	Thursday	
Whitten Street	Monday	Mon, Wed, Fri
Wigwam Circle	Tuesday	
Wild Rose Lane	Friday	
Williams Street	Monday	Mon, Wed, Fri
Willow Lane	Wednesday	
Windmill Lane	Thursday	
Wingate Street	Tuesday	
Winnacunnet Road	Thursday	
Woodland Road	Wednesday	
Woodstock Street	Monday	
Yeaton Road	Wednesday	

\*Additional Streets maybe added before and after contract is awarded.

ATTACHMENT C: COMMERCIAL RUBBISH COLLECTION LOCATION SCHEDULE  
WITH RECYCLING:

Information regarding “Commercial Rubbish Collection Locations” will be provided to all attendees at mandatory pre-bid meeting at the Public Works office on Tuesday, November 08, 2010 at 10:00 AM

ATTACHMENT D: Map of Town



ATTACHMENT E: Town of Hampton Code of Ordinances: Waste Storage and Disposal

Sec. 2:1501 Waste Collection and Storage

(a) Solid Waste on the premises shall be stored in a manner as to make it inaccessible to insects, rodents and birds. Outside storage of unprotected plastic bags or wet-strength paper bags or baled units containing solid waste shall be prohibited. Cardboard or other packaging material, shall not be stored in covered containers.

(b) Outside storage areas or enclosures shall be large enough to store the solid waste containers that accumulate and shall be kept clean. Solid waste containers, dumpsters and compactor systems located outside shall be stored on or above a smooth surface of nonabsorbent material, such as concrete or asphalt that is kept clean and maintained in good repair.

(c) Places of business within the boundaries of BS (Business Seasonal Zone) depositing trash for collection may place it in front of the place of business as close to the curb line as possible without blocking the way on the scheduled day of collection between the hours of 11:00 PM the day prior and 9:00 AM on the day of the collection. No business shall be permitted to leave trash for collection by public or private means on any way between the hours of 9:00 AM and 11:00 PM on any day. Places of business located on Ocean Boulevard may place trash in front of their business on the day of collection between the hours 11:00 PM the day prior and 9:00 AM the day of collection. NO place of business on Ocean Boulevard shall be permitted to leave trash for collection between the hours of 9:00 AM and 11:00 PM on any day. Trash for collection must be deposited prior to the scheduled pick-up for that day. Town employees shall not be required to handle trash or trash containers, which fall within the following descriptions:

1. Loose, uncontained material such as sand, gravel, leaves, scrap wood, masonry, steel, stone, garbage, dead animals, or manure.
2. Containers that contain substantial amounts of the foregoing.
3. Containers that are filled so as to be grossly unwieldy.
4. Containers larger than a volume of 32 U.S. gallons.
5. Containers with a gross weight in excess of 75 pounds.
6. Containers that are so worn or damaged as to make them likely to fail.
7. The contents of containers that spill due to failure of a worn or damaged container.

(d) Every place of business that prepares, sells, or serves food shall be responsible for the proper containerization and proper placement of its trash. Trash must be in an appropriate covered container. Trash bags alone shall be unacceptable. Boxes and corrugated material shall be broken, flattened, and neatly stacked and secured. No business shall use the public trash containers for disposal of its own trash generated by the trade in which they are engaged.

(e) Penalty- Any person violating any of the provisions of this Article or the rules or regulations made under the authority thereof, shall be liable to a penalty of not more than One Hundred Dollars for each offense.

ATTACHMENT F: SOLID WASTE ORDINANCE

**ARTICLE 19**  
**SOLID WASTE ORDINANCE**

**Authority**

In accordance with the provisions of New Hampshire Revised Statutes Annotated, Chapter 31, Section 39 and Chapter 149-M, Section 17, authorizing the Town of Hampton to enact ordinances, this Solid Waste Ordinance is adopted by the Town of Hampton in Annual Town Meeting.

**Purpose**

It is the declared purpose of the Town of Hampton, through the adoption of this Ordinance, to protect human health, to preserve the natural environment, and to conserve precious and dwindling natural resources through the proper recycling, reuse, disposal and integrated management of the community's solid wastes.

The Town declares its concern that there are environmental and economic issues pertaining to the disposal of solid wastes. It is important to reserve capacity for solid wastes, which cannot be reduced, recycled or composted. The Town declares that its goal is to achieve a 50 percent minimum weight diversion of solid wastes landfilled or incinerated on a per capita basis by the year 2012.

**Section 1. Definitions**

- A.** Certified Waste-Derived Product means a constituent of solid waste which is no longer regulated as a solid waste when certified by the State to be recyclable for its original use or alternate uses and which poses no greater risk to the environment, public health, and safety than exists by producing, distributing, using or disposing comparable products which are not waste-derived.
- B.** Compost means a stable, humus-like substance, which is derived from a process involving the biological decomposition of any readily biodegradable material, such as animal manure, garbage, yard waste, septage, sludge, or other organic solid wastes, which can be beneficially re-used for land application.
- C.** Construction and Demolition Debris means non-putrescible waste building materials and rubble, which is solid waste resulting from the construction, remodeling, repair or demolition of structures or roads. The term includes, but is not limited to, bricks, concrete and other masonry materials, wood, wall coverings, plaster, dry wall, plumbing, fixtures, non-asbestos insulation or roofing shingles, asphaltic pavement, glass, plastics that are not sealed in a manner that conceals other wastes, and electrical wiring and components, incidental to any of the above and containing no hazardous liquid or metals. The term does not include asbestos waste, garbage, corrugated containerboard, electrical fixtures containing hazardous liquids such as fluorescent light ballasts or transformers, furniture, appliances, tires, drums and containers, and fuel tanks.
- D.** Disposal means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or onto any land or water with the result that such solid waste or any

constituent of it may enter the environment, be emitted into the air, or be discharged into any waters, including ground water.

- E.** Facility means a location, system, or physical structure for the collection, separation, storage, transfer, processing, treatment, or disposal, of solid waste.
- F.** Manure means animal feces and urine with natural organic bedding materials such as hay, sawdust, straw, or wood chips, but exclusive of human waste.
- G.** Order means an official written notice requiring compliance with a statute, rule, ordinance or permit.
- H.** Permit means an authorization from the Town for use of the facility.
- I.** Person means any individual; business entity, including a trust, firm, joint stock company, corporation (including a government corporation), partnership, or association; government agency; or political subdivision.
- J.** Public Benefit means the protection of the health, economy, and natural environment of the Town of Hampshire consistent with RSA 149-M.
- K.** Public Facility means the solid waste facility of the Town of Hampton licensed by the State of New Hampshire.
- L.** Recyclable Materials means materials that can be used to produce marketable goods, including but not limited to separated clear and colored glass, aluminum, ferrous and nonferrous metals, plastics, corrugated cardboard, motor vehicle batteries, tires from motor vehicles, paper and other designated products.
- M.** Recycling means the collection, storage, processing, and redistribution of recyclable materials.
- N.** Refuse means and includes any waste product, solid or having the character of a solid rather than a liquid in that it will not flow readily, without additional liquid, and which is composed wholly or partly of such materials as garbage, swill, sweepings, cleanings, trash, rubbish, litter, industrial or domestic solid wastes, organic wastes, or residue of animals sold as meat, fruit, vegetable or animal matter from kitchens, dining rooms, markets, food establishments or any place dealing in or handling meat, fowl, fruits, grain or vegetables; offal, animal excreta, or other carcasses of animals; construction and demolition debris; or accumulated waste materials, cans, containers, tires, junk or other such substances which may become nuisances.
- O.** Solid Waste means any matter consisting of putrescible material, refuse, residue from an air pollution control facility, and other discarded or abandoned material. It includes solid, liquid, semisolid or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, and from community activities. For purposes of this Ordinance, it does not include hazardous waste as defined in RSA 147-A:2; solid or dissolved materials in irrigation return flows; cut or uprooted tree stumps buried on-site with local approval if required, provided that such burial locations are not located within 75 feet of any drinking water supply; municipal and industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended; source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended; or septage or sludge as defined in RSA 485-A:2, IX-a and XI-a.



- P.** Solid Waste Management means the systematic administration of activities for the collection, separation, processing, treatment, transportation, transfer, storage, recovery, and disposal of solid waste.
- Q.** Source Reduction means changing industrial processes, technologies, and product components with the specific objective of reducing the amount or toxicity of waste at the source.
- R.** Special Waste means any matter consisting of medical or infectious wastes.
- S.** Town means the Town of Hampton, New Hampshire.
- T.** Transfer Station means a solid waste collection, storage, and transfer facility, which collects, stores, and transfers solid waste, including non-recyclable waste.
- U.** Video Display Device means a visual display component of a television or a computer, whether separate or integrated with a computer central processing unit/box, and includes a cathode ray tube, liquid crystal display, gas plasma, digital light processing, or other image projection technology, greater than 4 inches when measured diagonally, and its case, interior wires, and circuitry.

## **Section 2. Use of Solid Waste Facility Restricted**

The use of the Town of Hampton Solid Waste Transfer Station and facilities is restricted to use by the residents and property owners in the Town of Hampton, New Hampshire and those private contractors and companies hauling only those solid wastes, refuse and rubbish originating within the legal boundaries of the Town of Hampton for residents or property owners.

## **Section 3. Operation**

- A.** In General. The operation of the Solid Waste Transfer Station and Disposal Facility will be in accordance with the Town of Hampton Solid Waste Ordinance and by such additional rules, regulations, procedures and policies as may be adopted by the Board of Selectmen for the effective management, separation, recycling and disposal of solid wastes within the facility or may be enacted by the State of New Hampshire and/or the United States of America.
- B.** Placement of Materials. Only solid wastes originating within the Town of Hampton shall be placed at the Facility and such placement shall be in accordance with these regulations, the directions of personnel employed by the Town and the posted signage providing directions for the disposal of designated materials in designated areas.
- C.** Operational Authority. The operation and supervision of the Solid Waste Transfer Facility is under the Town Manager and his designated and authorized representatives, including, but not limited to, the exclusive right to inspect solid wastes, refuse or rubbish brought to the Facility and the individuals and vehicles transporting the same to determine compliance with this Ordinance and the laws of the State of New Hampshire and the United States of America.
- D.** Right to Inspect and Exclude Materials. The owner, operator or other person in charge of a vehicle transporting solid wastes, as a condition of use, to be deposited at the Solid Waste Facility shall present evidence and/or the origin of the materials to be deposited as the person in charge of the Facility, or his designated representative(s) may request. Failure to comply

with this Ordinance or to present creditable evidence when requested shall be sufficient cause for the Town Manager, or his authorized representative(s), to revoke, suspend or modify a license, permit, or privilege for the use of the Facility as provided in this Ordinance, to exclude from the Facility those materials in question, and/or to enforce or impose any other penalties as provided by law or by this Ordinance.

By Town Meeting vote on 03/09/2010 “Article 39” to amend the Solid Waste Ordinance of 2008, which replaced “all other Ordinances or portions of Ordinances that may be in conflict with the provisions herein enacted” – by causing to be removed from this ordinance any reference, in any and all sections, to the authority currently granted to the Town to process, collect and/or dispose of commercial waste; except that the Board of Selectmen may accept commercial wastes brought to the transfer station and collect, accept, process and dispose of such waste. Receipt of such material must conform to mandatory recycling regulations.

- E. Hours of Operation. The hours of operation shall be established by the Town Manager for the convenient use of the residents and property owners of the Town of Hampton and those engaged in privately hauling and disposing of their solid wastes, and in consideration of the financial burdens upon the taxpayers of the Town for the hours of operation of the facility. Use of the Facility, except during the established hours of operation, is strictly prohibited. The Town Manager reserves the right to change the days and hours of operation for the convenience of the residents and landowners and to conserve funds, as specified in this Ordinance. The Town Manager has the right to temporarily close the Facility, with or without notice, in cases of emergency.
- F. Changes in the Hours of Operation. The Board of Selectmen may change the hours of operation of the Solid Waste Facility by holding a public hearing with at least 7 days notice of the hearing published in a newspaper of general circulation in the Town. Such 7-day period shall not include the day of publication or the day of the hearing. Changes approved in the hours of operations shall not become effective for at least 30 days following approval by the Board.

#### **Section 4. Utilization of Facility**

##### **A. Refuse**

1. Acceptable Materials. Refuse derived from the normal operations of households and businesses within the Town of Hampton and usual and acceptable in nature and that is acceptable at the Solid Waste Landfill or Co-Generation Facility contracted with by the Town for refuse disposal, may be deposited at the Town’s Solid Waste Facility or placed at curbside for collection in accordance with this Ordinance.
2. Unacceptable Materials. All special wastes, wastes derived from or contaminated with or by radioactive materials; explosives; ammunition for fire arms or weapons of any kind; an item that is regulated by State or Federal law and requires the issuance of special permits for its disposal; any item with a temperature beyond its burning point; paints; regulated chemicals; wastes which when in contact with acceptable materials deposited at the Facility may cause injury to the Facility or the persons using or employed at the facility.

3. Town Departments. Town Departments, operating Town owned equipment and contractors engaged in work for the Town of Hampton may deposit refuse generated by the Department or by a contractor engaged in the execution of work for the Town at the Facility without charge, under the same terms and conditions as all others under this Ordinance.
4. State of New Hampshire. The State of New Hampshire, operating State owned equipment and contractors engaged in work for the State at the Hampton Beach State Park and Beaches may deposit refuse collected at the State Park and Beaches and from refuse collection receptacles on Ocean Boulevard at the Facility without charge, under the same terms and conditions as all others under this Ordinance. Excluded from this provision are materials removed by raking of the sand. Such materials will be accepted and be deposited at a special location and charged for at the Town's cost of disposal.

## **B. Recycling**

1. Designation of Materials. The Board of Selectmen shall designate materials that can be removed from the solid waste stream for the purposes of recycling and reuse.
2. Recycling Diversion Goal. It is the goal of the Town of Hampton to reduce the solid wastes deposited in landfills and co-generation facilities from Hampton by 50% before the conclusion of the calendar year 2012.
3. Materials to be Recycled. The Town shall provide for the recycling of glass containers, aluminum containers; aluminum foils; steel containers; plastics; newspapers; magazines; paperboard containers; cardboard; yards wastes, clean wood; wood chips; leaves and other materials that may be designated by the Town.
4. Recycling of Selected Materials Required. The Board of Selectmen shall designate materials that must be recycled. Once materials are designated for recycling, they will not be received for disposal with non-recycled materials at the Facility but must be separated for separate collection or disposal by recycling.
5. Preparation of Recycled Materials. The Department of Public Works will provide guidance in the form of printed materials for distribution to those disposing of solid wastes that accurately describes the necessary preparation of materials for recycling.
6. Disposal of Recyclable Materials. Residents and property owners may select to dispose of recyclable materials at curbside, when that service is offered, or may deposit their recyclable materials in the appropriately designated recycling receptacles at the Facility.
7. No Charge for Recycled Materials. Recycled materials will be accepted at the Facility without cost to any resident or property owner provided such materials are presented for recycling in accordance with the preparation requirements for recycled materials.
8. Recyclables Property of the Town. Recycled materials left at curbside for pickup or deposited at the Solid Waste Facility are the property of the Town of Hampton and removal except by those authorized by the Town constitutes the illegal taking of public property.
9. The Town may extend cooperative use of equipment, personnel and facilities to other municipalities or contracted solid waste firms doing business with the Town for the

purpose of cooperatively marketing, handling and shipping of recycled materials at no cost the Town of Hampton. The Board of Selectmen may permit such use following a public hearing. Passage of this article will allow the Town to join cooperatively with other towns and recycling/solid waste businesses in order to more effectively dispose of collected recycled materials without additional costs to the Town.

### **C. Non-Recyclable Materials**

1. Brought to Solid Waste Facility. Residents and property owners may deposit non-recyclable solid wastes at the Solid Waste Transfer Haul Facility during the normal hours of operation in accordance with this Ordinance. The first 1,000 pounds of solid waste may be deposited daily free of charge from households. Solid Wastes derived from the operation of non-residential locations shall be charged the Town's cost for handling and disposal. For the purposes of this section, solid wastes derived from single and two-family structures are excluded from the definition of non-residential structures or locations.
2. Fees for Non-Recyclable Solid Wastes. A schedule of fees to be known as the "Transfer Station Fees" shall be established and from time to time amended by the Board of Selectmen. Said fees shall contain the costs necessary to reimburse the Town for the acceptance and disposal of special, unusual, metal, bulky and regulated wastes. Such fees shall be revised by the Board of Selectmen when required to maintain a neutral disposal cost for the items contained in the Transfer Station Fees list.
3. Private Packer Trucks. Packer Trucks are not permitted to deposit materials at the Solid Waste Facility. Excluded from this provision are packer trucks operated by or contracted to the Town of Hampton for curbside collection of solid wastes.

### **D. Yard Wastes**

1. Compostable Wastes Accepted. Compostable materials derived from the annual or regular maintenance of real property will be accepted at the Solid Waste Facility at no charge provided the materials are separated in accordance with posted instructions and match the size requirements when applicable.
2. Tree Removal Wastes. Trees removed from private property may be deposited at the Solid Waste Facility provided the log sections are no longer than 15 inches in length or over six inches in diameter. Large log sections may be split into sections to comply with the 6-inch diameter regulations. Logs will be deposited in a designated area and the materials so deposited may be taken free of charge by any resident or property owner for their personal use on a first come basis.
3. Tree Chips. Chips derived from the removal or trimming of trees on public property shall be deposited at the Solid Waste Facility in a designated area. Chips not used on public property for landscaping or beautification purposes may be taken free of charge by any resident or property owner for their personal use on their property located in the Town of Hampton. All tree companies engaged in the removal or trimming of trees and utility line clearance on public property shall deposit the chips and logs derived there from at the Solid Waste Facility or be subject to the penalties contained in this Ordinance.

4. Compostable Papers. Paper products that are certified as compostable may be deposited at the composting site free of charge provided they are contained within a biodegradable (paper) bag.

## **Section 5. Permits**

- A. Issuance. The Town may issue permits to facilitate the entrance and use of the Solid Waste Facility.
- B. Revocation of Permits. The Board of Selectmen or their authorized representative(s) may revoke permits issued for use and entrance to the Solid Waste Facility for infraction of this Ordinance. Such revocation may be for a temporary period or may be permanent depending upon the infraction and its seriousness.
- C. Appeal of Permit Revocations. Any holder of a permit that is revoked may appeal the revocation to the Board of Selectmen who shall hold a public hearing concerning the revocation. The Board may uphold the revocation or may overturn the revocation and restore the permit to the original permit holder.
- D. Permits Not Transferable. Permits issued by the Town for the use of the Solid Waste Facility are not transferable. Such permits shall not be loaned to others and are for the exclusive use of the resident or property owner to whom the permit is issued. Violation of this section of the Ordinance may cancel the issued permit.
- E. Permit Fees Not Returnable or Refundable. If a fee has been charged for the issuance of a permit under this Ordinance and the permit is subsequently revoked or suspended for violation of this Ordinance the permit holder is not entitled to a refund of any or all of the permit fee.

## **Section 6. Penalties**

In accordance with the provisions of RSA 149-M:17, II, (b) any person who violates the provisions of this Ordinance shall be subject to a fine of up to \$500 to be issued in the form of a summons and notice of fine as provided in RSA 502-A: 19-b. Such summons shall be issued by the Town Manager or the Director of Public Works as the enforcing officers for the Board of Selectmen.

## **Section 7. Severability**

If any provision, word, clause, section, paragraph, phrase or sentence of this Ordinance is found by a Court of competent jurisdiction to be unconstitutional, unlawful or unenforceable such unconstitutionality, unlawfulness or unenforceability shall not affect the other provisions of this Ordinance, provided that the purposes of this Ordinance can still be achieved in the absence of the invalid provisions.

## **Section 8. Effective**

This Ordinance shall become effective when adopted by the Annual Town Meeting and shall repeal all other Ordinances or portions of Ordinances that may be in conflict with the provisions herein enacted. (TM 03/10/09)